

DEERFIELD EDUCATION ASSOCIATION FINAL OFFER

The Deerfield Education Association ("DEA") and the Board of Education of Deerfield School District 109 have been bargaining for nearly a year. A Federal Mediator has been attempting to help the parties to reach an agreement since October of 2011.

The Board opened these negotiations by stating that its intention was to "reassert its management rights." We have been told that we should not be attempting to bargain for contract provisions that we believe will benefit children with special needs because advocating for those children is the responsibility of their parents.

Our goals have been consistent throughout this entire process.

These goals are as follows:

- To reach an agreement that is fair to our members, the students who we serve and the community.
- To put those of our members working in Special Education in a position where they can succeed.
- To have contractual evaluation procedures that are fair to our members and which ensure high quality work.
- To achieve an equitable salary and benefits package which is fair to our members and ensures that District 109 will be able to attract and retain the highest quality educators.

Section 8.5.1 Planning Periods K-5

First paragraph – Retain current language

Second paragraph – Delete first sentence

New First Sentence: Each teacher shall have at least one planning period of a minimum of thirty (30) consecutive minutes each day. This consecutive period shall not be interrupted by lunch or any other break period.

DEA Position: Having adequate time to plan is vital to classroom success.

Section 8.17 Building Staff Procedure: Building Use

School Days

Building staff may be in the buildings from 6:00 a.m. (currently 6:30) until 10:30 p.m.

Language requiring the building Principal's pre-approval for off hours access on weekends, vacations and holidays should be deleted.

DEA Position: The Board of Education has accepted DEA's proposal that teachers be allowed access to buildings at 6:00 am, rather than at 6:30. The DEA also wants to delete the

preapproval process for building access in order to more accurately reflect current practice. In the years since the previous language was negotiated, teachers have been issued individual keycards. This eliminated the need to see the Principal to check out a key. The keycards also allow the system administrator to see who has entered the building and when.

Section 8.19 Morning and Afternoon Student Supervision (delete reference to Walden School)

No certified staff members will be assigned to morning or afternoon student supervision at any school.

DEA Position: Having time immediately before or after school is essential to prepare classrooms, and to collaborate with colleagues or teaching assistants or to meet with individual students or their parents.

This is cost neutral as support staff can fill this role as they already do at some schools.

21st Century Skills

Proposal

The 21st Century Skills class in the middle schools will be eliminated. Three (3) minutes will be added to each class period. The 21st Century School components will be taught in the core subject areas.

8.6.1 Subjects

PARAGRAPH 3 – DELETE THE PARAGRAPH AND SUBSTITUTE:

The normal teacher (including Special Education teachers) workload will be six (6) pupil contact sections and eighty-six (86) minutes of planning time per day. A full-time workload will be comprised of five (5) sections of instruction and one (1) section of pupil supervision, with two (2) planning periods.

PARAGRAPH 4

DELETE: The parties acknowledge that as a result of the change in the workload definition effective the 2009-2010 school year (as described above),

Begin the paragraph after the deletion with: There may be occasion...

Delete in line nine the two sentences beginning with “Similarly, the parties...” and “That

being the case...”

DEA Position: A joint Board-DEA committee has been meeting to create a middle school schedule.

8.9 Retain Current Language

Safe and Healthy Working Conditions

If a teacher becomes aware of a potentially unsafe or hazardous condition, the teacher shall report the situation to his/her immediate supervisor who shall promptly take reasonable steps to correct any unsafe or hazardous condition. IF the problem has not been addressed in a reasonable amount of time, the teacher or Union may contact the proper outside agencies.

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety, or well-being.

No bargaining unit member shall be required to work out-of-doors when the wind-chill factor reaches 15° F. or lower, unless it is specifically required by their job description.

In the event of an emergency school or District closure, including, but not limited to, snow days, natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits. For make-up days required by events that occur prior to April 1st, the District shall notify the DEA no later than April 15th of the school year in question as to whether make-up days will be required and the number of days contemplated by the Board. For all make-up days required by event or after April 1st, the District shall notify the DEA as soon as possible as to whether make-up days will be required and the number of days contemplated by the Board. If make-up days are required by law, the Association shall negotiate said days with the Board of Education with such negotiations to commence and conclude as soon as is reasonably possible.

If paint, shellac, insecticides, poisons, or other chemicals are used, the Employer shall apply them only at times when employees and students are not present, allowing for sufficient time for toxic effects to wear off before humans re-enter the affected area(s).

The administration will provide the DEA President with a maintenance schedule for the cleaning of all accessible vents. Mold will be removed when detected.

DEA Position: The above language is the current language. Until February 29, 2011, the Board of Education was proposing that the temperature at which employees could be required to work out of doors would be lowered to 0 degrees. The Board has finally gone back to proposing status quo.

However, the Board has tied its proposal to retain the current agreement on outside work to a proposal that would allow it to unilaterally decide to declare a snow day, not make the

day up and then dock teachers for a day's pay.

Teachers are salaried employees. Under current practice snow days are usually made up. We cannot accept a proposal that allows the District to short teachers a day's pay whenever the administration sees fit.

SPECIAL EDUCATION

17.1 Philosophy

The Board and the Association recognize that under the *Individuals with Disabilities Education Act* ("IDEA"), the District, its administrators, and each individual teacher are responsible to provide all students with disabilities a free appropriate public education ("FAPE") in the least restrictive environment ("LRE") in accordance with each student's Individual Education Plan ("IEP"), which shall be determined by a consensus of school personnel attending a multidisciplinary IEP meeting along with the student's parents.

The Board and Association further recognize that in the event the parent of a student with disabilities disagrees with the special education services and/or placement provided pursuant to the student's IEP, the parent has the right to have any such dispute resolved through the due process procedures established under IDEA.

The Board and Association also agree that because educational decisions with respect to providing FAPE to students with disabilities may affect teacher working conditions, teachers need a means to address their concerns to the administration and, ultimately, to the Board.

Therefore, to this end, the Board and Association agree to establish a procedure by which teachers and the Association shall be able to raise these concerns as well as any concerns they may have with respect as to how the District is providing FAPE to students with disabilities and have such concerns addressed by the administration and, ultimately, by the Board.

17.2 Joint Advisory Committee

The Board and the Association shall establish a Joint Advisory Committee composed of six (6) Board representatives (including administrators), six (6) Association representatives, and at least two (2) parents of students with disabilities selected by the Superintendent from a list of ten (10) parents provided by the association to develop the procedure. This procedure shall provide for a review of the concerns by the Joint Advisory Committee and

a recommendation to the Board. All recommendations shall be presented to the Superintendent in written form with supporting documentation and any dissenting opinions. The Superintendent shall forward any recommendation needing Board approval to the Board with his/her recommendation. The Board retains the right to approve, disapprove, modify, or otherwise respond to the committee's recommendations. The committee shall make recommendations regarding, but not limited to, planning time, staff development and training, class size, staff assistance, technology assistance, equipment and facilities, financial constraints, and delivery of services.

17.3 Meetings

The Joint Advisory Committee also shall meet periodically, with dates to be determined by the committee. Minutes of the meetings shall be approved by the committee, forwarded to each member of the Board of Education, and will be posted on the District 109 portal. All recommendations shall be presented to the Superintendent in written form with supporting documentation and any dissenting opinions. The Superintendent shall forward any recommendation needing Board approval to the Board with his/her recommendation. The Board retains the right to approve, disapprove, modify, or otherwise respond to the committee's recommendations.

17.4 Deleted

17.5 Reorganization

If a plan of reorganization of any special education program or services results in a role change of bargaining unit members, they shall be involved in the decision making about such changes.

17.6 Subcontracting

The District shall notify the DEA if it is considering subcontracting any special education program, which was provided by the District during the school year.

17.8 Effect on Wages, Hours, and Terms and Condition of Employment

The Union reserves the right to negotiate the impact of any adopted recommendations of the Joint Advisory Committee on wages, hours, terms, and conditions of employment.

DEA Position: The Board is seeking a waiver of bargaining whenever it wishes to declare that FAPE considerations demand it. We have no doubt that the Board will attempt to argue that we don't really care about our student's needs because we won't

agree to this.

What the Board won't tell the public is that if we were to agree to their proposal, we would be giving them total discretion to make any change without including us in any of the discussion. This would include discussion of workload, planning time and any other issue that has an effect on how a teacher does his or her job.

Ignoring teacher concerns is exactly how the District Special Education Program got to this point. We do not intend to agree to language that will leave us out of any future discussions on these issues.

Workload-Special Education

Grades PreK-5

All Special Education teachers teaching Grades PreK-5 will have a maximum student contact time of twenty-six hours (26) and forty (40) minutes and a minimum planning time of two (2) hours thirty (30) minutes per each five (5) full attendance days. The teacher and the teacher's supervisor will take equal responsibility for ensuring that the teacher's schedule covers the minutes required for the students on the teacher's caseload. The teacher's supervisor will provide scheduling assistance if requested by the teacher.

In scheduling planning time, the principals will make every effort to provide each teacher with thirty (30) consecutive minutes per day within the student contact day.

Grades 6-8

All Special Education teachers teaching Grades 6-8 will have a maximum student contact time of Two hundred and forty (240) minutes each full school day, which will include supervision. This number shall be prorated on partial days. Any minutes worked over the maximum load shall be considered to be an overload and shall be compensated at the rate of one-sixth (1/6) of the beginning salary. The teacher's supervisor will provide scheduling assistance if requested by the teacher.

Other Special Education Provisions

1. By the last day of teacher attendance of each school year, the District shall provide special education teachers with a tentative list of the names of students who are projected be on their caseload for the next school year so the teachers may engage in advance preparation. Each special education teacher shall have access to existing IEPs for students assigned to his/her caseload. The District retains the right, in its sole discretion, to change caseload assignments at any time. (TA-12/14/11)

2. A special education teacher's caseload in the elementary school will not extend beyond four (4) consecutive grade levels.
3. If determined to be appropriate by the special education team (which consists of the PST coordinator, case manager, social worker, school counselor, special education teacher(s), and teachers that work with the student) a teacher may be assigned to a scheduled resource period for the students on his/her caseload. If so assigned, the minutes of service provided during the scheduled resource period shall count toward a student's IEP minutes and the teacher's required minutes of student contact time.
4. On an in-service program held at the beginning of the school year prior to the first day of student attendance, special education teachers shall be provided a designated time to meet with the teaching assistant who will assist them with their caseload for that school year. TA 2/21/12
5. Records Day- (Withdraw)
6. Forming Student Groups – Administrators, social workers, and counselors will collaboratively form student groups for the delivery of services.
7. All changes and implementations to IEPs will be agreed upon by the special education teams which consists of the PST coordinator, case manager, social workers, school counselor, special education teacher(s), and teachers that work with the student. Minutes will be kept during all IEP meetings and signed by all District 109 staff in attendance.
8. No reprisals including, but not limited to, warnings, reprimands, suspensions, reductions in rank or status, reassignment, negative evaluation or any other loss of professional advantage, shall be taken against any teacher because the teacher has advocated that a child requires additional services or because a teacher has disagreed either publicly or privately with the judgment of an administrator or other teachers regarding what services a child requires.
9. A special education teacher or social worker from each elementary school and a special education teacher or social worker from each middle school shall attend each school's respective 5th/6th Articulation Meeting. (TA-12/14/11)
10. A weekly meeting of the Student Services team shall be held in Middle Schools during contractual school hours. The PS T team will establish the agenda.
11. The Superintendent or his/her designee shall request a substitute teacher for special education and resource teachers when required to attend meetings such as IEP meetings, Annual Reviews, and 5th/6th Articulation Meetings. (TA-12/14/11)
12. Withdraw (2/8/12)
13. During the elementary grade level meeting on the third Tuesday of the month,

Speech Language Pathologists, Education Psychologists, and Social Workers shall meet with their respective teams when a grade level meeting agenda does not apply directly to them. TA 2/21/12 (Revises Section 8.12)

14. During the first semester of the 2012-2013 school year, the District will hold an in-service, to be conducted by a law firm specializing in special education law, for the administration, PST coordinators, case managers, speech language pathologists, social workers, school counselors, special education teachers, and teachers as to the rights, responsibilities, and duties of each under the *Individuals with Disabilities Education Act* and Section 504 of the *Rehabilitation Act of 1973*. TA 2/21/12

Protocol for establishing Caseloads

A protocol shall be established for setting Special Education caseloads by the Joint Advisory Committee

Speech Language Pathologists

1. The caseload for Speech Language Pathologists shall be no more than forty students.
2. A weighted caseload analysis will be used in equalizing the work load for each Speech Language Pathologist. Factors that will be considered should include students' ages and the severity of the disability and total required minutes for each student.
3. Speech Language Pathologists shall have 2.5 hours per week to complete tasks such as diagnostics, observations, and material preparation.
4. Speech Language Pathologists assigned to more than one building or program shall receive no less than 45 minutes per week of diagnostic time per building or program.

DEA Position: It is in the best interest of District 109 students to include special education language in our proposal. This is to ensure that teachers have a voice in decisions that affect students. We cannot negotiate for students, but we can negotiate working conditions for teachers that provide the best learning conditions for students.

10.1 Evaluation Procedure

The parties agree that the Deerfield Public Schools, District #109 Teacher Evaluation Plan (Plan) as submitted to the Illinois State Board of Education on October 2, 1986 will be the evaluation procedures used for all teachers during the length of this agreement.

An Evaluation Plan Committee composed of an equal number of Board and Association representatives shall develop a Teacher Evaluation Plan. The Evaluation Plan Committee may meet at any time after the ratification of this agreement but in no case later than the

beginning of the 2012-2013 school year to develop a new evaluation plan. The plan shall conform to the state's statutory mandates for teacher evaluation plans. The parties agree however, that the requirement that the plan incorporate a student growth component shall not be implemented until 2016 as required by statute. The evaluation committee shall endeavor to complete its work by the start of the 2013-14 school year.

The evaluation committee shall establish a pilot program to implement the new evaluation plan component no later than the 2013-14 school year. The committee shall establish a procedure under which teachers may volunteer to take part in the pilot evaluation program. The committee shall also establish procedures under which teachers who have volunteered, may choose to opt out of the program.

The student growth component of the Teacher Evaluation Plan will be piloted in the 2013-2014 school year but shall not be incorporated as part of the official teacher rating.

DEA Position: The DEA does not agree to delete any of the procedural provisions currently set forth in the collective bargaining agreement. At this point, the DEA believes that every provision that it has not already agreed to delete is procedural in nature.

DEA Position: The DEA cannot agree to default to an Evaluation Plan that does not exist.

10.2 Purpose and Use

Formal evaluation provides the opportunity to assess and evaluate the professional performance of the teacher. The primary purpose of evaluation is to improve instruction.

10.3 Definition of Terms

In evaluation of a teacher's performance, it is important to understand specific terminology associated with the task. The following glossary of terms is included to help insure uniform interpretation of the performance evaluation system outlined in this ~~handbook~~ Article.

A. Formal Observation

Planned and announced observation, which will last for an entire class period.

B. Informal Observation

Announced/unannounced observation that need not last for whole lesson period. May occur in or out of the formal classroom.

C. Evaluation Report

Final, end-of-cycle evaluation. Judgment is made on teacher's performance based on collection of data.

D. Data

Collection of information obtained from observation of techniques of teaching, artifacts, planning information, and other performance criteria. Providing an artifact file shall be optional for the teacher. However, the ~~Principal~~ evaluator shall have the

option to request an artifact file if he/she finds it necessary to be able to assess the teacher's performance.

E. Artifacts

Representative examples of any object used by a teacher while engaged in any of the facets of teaching students or communication with parents. Artifacts may include, but are not limited to: homework assignments, graded tests, graded quizzes, IEP's (Individualized Educational Program), lesson plans, teacher correspondence, and teacher-made materials.

10.4 Evaluation Procedure

A. Notification and Frequency

1. The building principal or appropriate supervisor shall acquaint each teacher under his/her supervision with formal, written evaluation procedures, instruments which will be used, and the name of the administrator who will be responsible for the evaluation of a teacher's performance. This shall be accomplished within four (4) weeks of the beginning of the school year or four (4) weeks from the date on which employment actually begins if such is later.
2. Notification shall be given to the teacher if the assigned evaluator is changed, is unavailable or an additional evaluator is to be used.
3. A. A full-time non-tenured teacher or a first through fourth year part-time non-tenured teacher will receive an evaluation at least in accordance with the schedule listed below:

<i>Year 1</i>	<i>2 – Formatives</i>	<i>1 – Summative</i>
<i>Year 2</i>	<i>2 – Formatives</i>	<i>1 – Summative</i>
<i>Year 3</i>	<i>1 – Formatives</i>	<i>1 – Summative</i>
<i>Year 4</i>	<i>1 – Formatives</i>	<i>1 – Summative</i>

The administration exercises the management right to determine how many additional formative observations may be required for full-time non-tenured teachers and first through fourth year part-time teachers. A teacher may, if desired, request one (1) additional formative observation in Years 1 and 2, and up to two (2) additional formative observations in Years 3 and 4.

- B. Tenured teachers will receive an evaluation once every two (2) years with a minimum of one (1) formal observation. If a need is seen for more frequent observations by the evaluator, the teacher shall be notified. The teacher may also request more observations if desired.

4. The evaluation cycle will be completed with approximately one-half of the elementary staff (K-5) and one-half of the ~~junior-high~~ middle school staff (6-8) each academic year. Each administrator will present a list of those to be evaluated that school year to the

Superintendent by the end of the second week of the opening of school.

5. Teachers who receive a rating of Excellent or Proficient shall be evaluated once every two (2) years.
6. A professional development plan shall be implemented for any teacher who receives a rating of Needs Improvement. A teacher shall be evaluated each year until the teacher receives a rating of Excellent or Proficient at which time the teacher shall return to an evaluation cycle of once every two (2) years.
7. Information resulting from formal observations, informal observations, and data will be used in completing the teacher's evaluation report. If there are issues that occur or develop during the off year in the evaluation cycle, those issues should be addressed within that off year.
Any issue that is addressed in an off year per the above can appear in an evaluation year if the issue continues to be a problem area.
8. New teachers hired after the beginning of the school term but prior to the first of December will be subject to these procedures. Those who are hired (begin actual teaching) on or after December 1st are subject to these procedures with extension of final evaluation to June 1st.
9. Extracurricular activities shall not be subject to evaluation under the Teacher Evaluation Plan.
10. All probationary staff members are eligible to receive any of the ratings under the evaluation instrument.

B. Early Feedback from Evaluator

In order to provide a teacher with the optimum opportunity to improve or correct any deficiencies, the evaluator shall:

1. Conduct a post-observation conference;
2. Provide copies of his/her transcriptions and any other notes taken during each observation at each post-observation conference;
3. Provide any concerns that may affect a teacher's statutory ranking in writing, whether personally observed by the evaluator at an informal observation or reported to the evaluator, within a reasonable time after observation or receipt of such report. This requirement may be satisfied by a written instrument which clearly identifies the concern.

DEA Position: The DEA believes it is important for notice of serious concerns to be confirmed in writing, as this minimizes the chances of misunderstanding of the intent and expectation of the communication.

C. Evaluation Personnel

1. The building principal has the authority and responsibility to organize and direct all evaluation activities within his/her building. In the case of a traveling teacher, a single evaluator may be assigned, with the administration retaining the right to assign multiple evaluators. If multiple evaluators are assigned, they will be identified by September 30th of a given school year, with notification provided to the staff member.
2. ~~Training of Evaluator~~ In-service sessions will be conducted to familiarize evaluators with current procedures and materials used in the system.

10.5 General Procedures

1. A formal observation must last for one class or lesson period.
2. When a teacher is in a cycle year, the minimum conferencing schedule will be followed.
 - a. Initial Conference (a one-time process to be held as early in the year as possible)
 - (1) To build mutual trust between evaluator and teacher,
 - (2) To review curriculum objectives if necessary,
 - (3) To define areas needing improvement if necessary,
 - (4) To discuss artifact collection if requested by the principal.
 - b. Pre-observation Conference
 - (1) To discuss class characteristics and composition,
 - (2) To review lesson objectives, methods of teaching, and other pertinent information,
 - (3) To discuss observation date, time, and method of evaluation.
 - c. Observation
 - (1) To observe the teacher performance within previously set criteria,
 - (2) To document identified strengths and weaknesses using methods such as script tape, check list, tallies, etc.
 - d. Post Observation Conference (to be held within five [5] school days unless otherwise mutually agreed upon)
 - (1) To analyze the data collected in the classroom,
 - (2) To provide oral and written comments on the effectiveness of the teacher's performance,

- (3) To discuss alternative ways to reach the objectives in the lesson plans if instructional technique has been found deficient,
- (4) To general instructional strategies that will help the teacher,
- (5) To establish time lines for the next step in the process,
- (6) To provide concrete examples of teacher performance in order to improve instruction.

e. Data Gathering (collection of artifacts)

f. Final Conference (no later than April 15th)

- (1) To present and discuss evaluation report covering all data which was gathered,
 - (2) To discuss new goal setting where applicable,
 - (3) To provide a written explanation of any identified weakness.
3. After the written evaluation form has been discussed, it shall be signed and dated by both parties and each shall have a copy at that time. The teacher's signature does not necessarily indicate agreement with the information **but**, rather, signifies awareness of the content.
 4. If the teacher disagrees with the written information, he/she may submit a written rebuttal to the evaluator and the Superintendent within ten (10) school days of the conference. Such rebuttal will be appended to the file copy following acknowledgement by the Superintendent.

10.6 Teacher Job Description

Delete

10.6 Teacher Job Description Availability

A. In the 2012-2013 school year, each teacher will receive a copy of his/her job description at the same time the teacher is acquainted with his/her evaluation pursuant to Section 10.4 of this Article. Thereafter, the teacher will be given a copy of his/her job description only if it is changed.

B. Each job description shall list all certifications and other qualifications to hold the position assigned.

C. All job descriptions will be available on the District 109 portal.

TA'd

10.7 Narratives

At the end of each section of the evaluation instrument, the evaluator shall include a narrative that identifies the strengths of the teacher in that category as well as areas that may need improvement. This narrative will be used to develop the final narrative. The final narrative will explain the final rating given to the teacher.

10.8 Final Rating

Summative ratings shall be Excellent, Proficient, Needs Improvement and Unsatisfactory.

A. Within thirty (30 ~~school calendar~~ days of receiving the evaluator shall prove written results of an evaluation with a rating of Unsatisfactory for the Unsatisfactory, the development and initiation by the District of a remediation plan shall be initiated, which shall be designed to correct the areas identified as Unsatisfactory, provided the deficiencies are deemed remediable.

1. The remediation plan shall provide for ~~evaluations and ratings to occur during every thirty (30) school days~~ during a period of remediation of the ninety (90) school days immediately following the teacher's receipt of a remediation plan based on an Unsatisfactory evaluation.

2. Evaluations and ratings shall be conducted, at a minimum, at the mid-point of the remediation period and at the final point of the final remediation period, culminating in an overall rating. Such every thirty (30) school days shall be conducted by a qualified administrator.

Failure to strictly comply with the time lines for the required evaluations because of events such as summer months, illness, or certain leaves granted teachers under a remediation plan shall not invalidate the results of the remediation plan.

3. The qualified administrator shall conduct the ~~third~~ second and final evaluation at the conclusion of the year remediation period specified in subsection "A.1" of this Section.

4. The remediation plan shall provide reinstatement to a schedule of biennial evaluations for any teacher who successfully completes the ninety (90) school day remediation plan by receiving equal to or better than a Satisfactory or proficient rating. ~~of better rating, unless the District's plan requires more frequent evaluations.~~

B. Participants in the remediation plan shall include the teacher deemed Unsatisfactory, a qualified evaluator, and a consulting teacher meeting the statutory qualifications and selected by the evaluator from a list of candidates selected by the Association. The remediation plan may also include the participation of other personnel to assist in correcting areas identified as Unsatisfactory. The final decision as to the evaluation shall be done solely by the evaluator.

C. Evaluations at the conclusion of the remediation process shall be separate and distinct from the required annual evaluations of teachers and shall not be subject to the guidelines and procedures relating to those evaluations. The evaluator may, but is not required to use the forms provided for the annual evaluation of teachers.

D. Teacher under remediation may request another qualified evaluator to participate in remediation plan. Request must be submitted in writing to the Superintendent.

E. Consulting Teacher

1. The participation of the consulting teacher shall be voluntary.
2. The qualified consulting teacher shall be one who has received a rating of Excellent on his or her most recent evaluation, has a minimum of five (5) years experience in teaching, and has relevant knowledge and useful experience to the teacher under remediation. In the event of a dispute as to qualification, the State Board shall determine qualification.
3. The consulting teacher shall be chosen from a list developed by the District or, in Districts with an exclusive bargaining agent, the bargaining agent may, if so chooses, supply a roster of at least five (5) qualified teachers from which the consulting teacher is to be selected, or the names of all teachers so qualified if that number is less than five (5).
4. Where no consulting teacher is available in the District, the Board shall request the **State** Board of Education to provide a consulting teacher.
5. If the consulting teacher becomes unavailable during the course of a remediation plan, a new consulting teacher shall be selected in the same manner as the initial consulting teacher. The remediation plan shall be amended as necessary upon consultation with the new consulting teacher.
6. The consulting teacher shall provide advice to the teacher rated as Unsatisfactory on how to improve teaching skills and to successfully complete the remediation plan.
7. The consulting teacher shall not participate in any of the required evaluations, nor be engaged to evaluate the performance of the teacher under remediation.

8. The consulting teacher shall be informed, through conferences with the qualified administrator and the teacher under remediation, of the results of the first two evaluations conducted pursuant to the remediation plan in order to enable the consulting teacher to provide assistance to the teacher under a remediation plan.
9. Any teacher selected as a consulting teacher and working in conjunction with the District will be provided protection under “Section 10-20.20” of The School Code as follows:

10-20.20. Protection from Suit. To indemnify and protect school districts, members of school boards, employees, volunteer personnel authorized in “Sections 10-22.34, 10-22.34a and 10-22.34b” of this Code and student teachers against civil rights damage claims and suits, constitutional rights damage claims and suits and death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the board. Such indemnification and protection shall extend to persons who were members of school boards, employees of school boards, authorized volunteer personnel or student teachers at the time of the incident from which a claim arises. No agent may be afforded indemnification or protection unless he was a member of a school board, an employee of a board, an authorized volunteer or a student teacher at the time of the incident from which the claim arises.

10. Upon appointment, the consulting teacher will meet with the teacher under remediation and the appropriate administrator to develop the remediation plan, including provision for the participation of the consulting teacher.
11. The parties will agree on appropriate release time for the consulting teacher. The compensation will be \$750.00 per remediation period.
12. The assignment of the consulting teacher must be acceptable to the teacher **under** remediation.
13. The consulting teacher assignment may be terminated at any time by the consulting teacher or the teacher under remediation.
14. No consulting teacher who has been assigned to a particular teacher under remediation will be called to testify in a dismissal proceeding of the teacher under remediation.

10.10 Ancillary Personnel Evaluation

(No Change other than substituting “Linking for Learning” for “Information Power”)

10.11 Special Consideration For the Evaluation of Ancillary Personnel

- (No Change)

Teacher Rating Instrument

(No Change)

DEA SALARY AND BENEFITS PROPOSAL

The DEA and the Board of Education have both been proposing a three year agreement.

SALARY

1. 1% on the base of the salary schedule in each of the three years.
2. 1% for all employees who are in a frozen cell in the first four lanes of the schedule in each of the three years.
3. 4% for all employees who are in a frozen cell in the last two lanes of the schedule in each of the three years.

COST

According to figures provided by the Board, total salaries for the 2010-2011 school year were \$19,939,375. When 31 retirees, who are no longer on the salary schedule, are removed, the salary number was \$16,893,853 leaving a total of 232.7 Full Time Equivalent positions. (FTE).

Using these numbers, DEA’s proposal for a three year agreement would result in the following increases in salary. Year 1, \$811,021; Year 2, \$859,382; Year 3, \$893,606.

The District’s records show that the average increase in the cost of salaries, which includes all administrators and other staff, has risen an average of 5.28% each year over the past seven years.

During the same time period, the District’s revenue from all sources has increased by an average of 7.6%.

A previous TA in which the District agreed to pay \$350 a year towards the cost of recertification for Psychologists, Social Workers and Speech Pathologists will cost \$6,650 per year if the current level of staffing is maintained. The DEA believes that all other proposals are cost neutral.

DEA Position: This proposal would result in the lowest DPS 109 teacher salary increase in

many years. The District's own figures show that they have added \$5 million to the Education Fund in the last two years. In the next three school years 12% of the teachers will retire and will be replaced by new hires at significantly lower salaries, additionally saving the district well over a million dollars per year. According to an Illinois Education Association financial analyst, using the District's own financial report, the District will continue to add to its surplus under our current salary proposal.

BENEFITS

Accept Board proposal of June 15, 2011 to increase current employee contribution for PPO and HMO by \$150/year.

The DEA proposes that the status quo be maintained with respect to all other current benefits, including insurance coverage, co-pays and premiums and retirement incentives.

COST

The District's records show that the average increase in the cost of benefits, which includes all administrators and other staff, has risen an average of 5.53% each year over the past seven years.

During the same time period, the District's revenue from all sources has increased by an average of 7.6%.

DEA Position: DEA members have been paying 40% of family PPO insurance premiums with no cap for years. Annual increases are passed along to the teachers with no limitations on the amount of the increase. In fact, over the last five years, the teachers' share of the cost of family premiums has increased over 30%.

Other Tentative Agreements and Language

All contract provisions that have not been changed through an earlier tentative agreement or that are not mentioned in this offer shall remain status quo.

The DEA recognizes that there may be tentative agreements which have not yet been reduced to writing and signed. We expect that these tentative agreements will be honored and will become a part of the final agreement.

Although the law refers to this proposal as a "final offer," the law also requires both parties to continue to bargain in good faith in an effort to reach an agreement. The DEA intends to continue towards that goal.